

4. On or about August 15, 2001, a resident of Allentown, Pennsylvania, hereafter referred to as "T.S.," retained the legal services of defendant JOHN J. KELLER. It was agreed between defendant KELLER and T.S. that defendant KELLER would provide legal services at the rate of \$150 per hour. Defendant KELLER agreed that he would prepare and send to T.S. a monthly bill for services for payment and/or a final billing for services.

5. In or about February 2002, defendant JOHN J. KELLER assisted T.S. in the sale of real estate. T.S. paid defendant KELLER approximately \$27,000 for all legal services provided up to February 15, 2002, including services provided in relation to the sale of the house.

6. Following the sale of the real estate, defendant JOHN J. KELLER deposited approximately \$300,000 belonging to T.S., which were proceeds from the sale of the real estate, into his IOLTA account, to be held in trust on behalf of T.S.

7. In or about May 2002, defendant JOHN J. KELLER disbursed to T.S., at her request, approximately \$75,000 from his IOLTA account from the total \$300,000 which KELLER was holding in trust for T.S. Defendant KELLER agreed to hold the balance of \$225,000 belonging to T.S. in his IOLTA account until she requested the money.

8. On or about July 24, 2002, defendant JOHN J. KELLER signed a written agreement with T.S., that defendant KELLER was holding the sum of \$225,000 in his attorney IOLTA trust account at PNC Bank on behalf of T.S., and agreed that he had "no legal right to distribute or pay any monies to any party other" than T.S.

THE SCHEME TO DEFRAUD

9. From on or about February 15, 2002 through in or about October 2004, defendant

JOHN J. KELLER

knowingly devised and intended to devise a scheme to defraud T.S., and to obtain money from T.S., by means of false and fraudulent pretenses, representations, and promises.

10. The object of this scheme to defraud was for defendant JOHN J. KELLER to use his position as the attorney for T.S. to steal approximately \$225,000 from T.S. by making unauthorized disbursements of money from his IOLTA account for personal and business expenses. Defendant KELLER used these funds for the payment of employee salaries, the purchase of office supplies, and to obtain cash for his personal use.

MANNER AND MEANS OF THE SCHEME

11. Between on or about February 15, 2002 and in or about January 2004, defendant JOHN J. KELLER, without authorization from T.S., wrote checks payable to himself, employees of his law firm, his law firm, and others, drawn on the IOLTA account containing money belonging to T.S., and directed his employees to cash the checks, and to return the cash to him.

12. Between on or about February 15, 2002 and in or about January 2004, defendant JOHN J. KELLER, without authorization from T.S., wrote checks payable to himself, employees of his law firm, his law firm, and others, drawn on the IOLTA account containing money belonging to T.S., and deposited these checks into his Wachovia business accounts. Defendant KELLER later withdrew these funds for business and personal expenses.

13. On or about June 19, 2002, defendant JOHN J. KELLER falsely represented in writing to T.S. that he maintained for her a balance of \$225,000 in his IOLTA account, when in truth and fact, as defendant KELLER well knew, he had depleted the funds so that approximately \$155,833 remained in the account.

14. On or about July 24, 2002, defendant JOHN J. KELLER falsely represented in writing to T.S. that he had maintained for her a balance of \$225,000 in his IOLTA account, when in truth and fact, as defendant KELLER well knew, he had depleted the funds so that approximately \$141,720 remained in the account.

15. On or about April 23, 2003, defendant JOHN J. KELLER falsely represented in writing to T.S. that he had maintained for her a balance of \$225,000 in his IOLTA account, when in truth and fact, as defendant KELLER well knew, he had depleted the funds so that approximately \$54,557 remained in the account.

16. On or about April 30, 2003, defendant JOHN J. KELLER falsely represented in writing to T.S. that he had maintained for her a balance of \$225,000 in his IOLTA account, when in truth and fact, as defendant KELLER well knew, he had depleted the funds so that approximately \$53,557 remained in the account.

17. In or about January 2004, defendant JOHN J. KELLER had totally depleted the funds belonging to T.S., without authorization from T.S.

18. In or about February and in or about October 2004, defendant JOHN J. KELLER drafted documents which falsely represented that he was authorized to take the funds that he had stolen from T.S. in order to conceal and cover-up his theft of funds from T.S. and asked T.S. to sign them. T.S. refused to sign the documents.

19. On or about October 18, 2004, defendant JOHN J. KELLER created a document which falsely itemized the number of hours worked by defendant KELLER and other staff members for T.S. in order to conceal and cover-up his theft of funds from T.S. and asked T.S. to sign them. T.S. refused to sign the documents.

20. On or about each of the dates set forth below, each date constituting a separate count, in the Eastern District of Pennsylvania and elsewhere, defendant

JOHN J. KELLER,

for the purpose of executing the scheme described above, caused to be transmitted by means of wire communications in interstate commerce, signals and sounds, that is, a wire communication from Wachovia Bank in the Eastern District of Pennsylvania to SVPCO financial clearing house in New York, to debit defendant KELLER's IOLTA account at PNC Bank in the Eastern District of Pennsylvania:

<u>COUNT</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>CHECK PAYABLE TO</u>
1	3/25/02	\$2,000	Keller Law Offices, P.C.
2	3/28/02	\$5,000	Keller Law Offices, P.C.
3	6/20/02	\$1,000	Keller Law Offices, P.C.
4	6/25/02	\$10,000	Keller Law Offices, P.C.
5	6/27/02	\$3,000	John J. Keller, Esq.
6	11/15/02	\$2,000	John J. Keller
7	11/27/02	\$2,000	Keller Law Offices, P.C.
8	12/3/02	\$5,000	Keller Law Offices, P.C.
9	12/9/02	\$3,000	Keller Law Offices, P.C.
10	12/13/02	\$15,000	John J. Keller

11	1/30/03	\$5,000	Keller Law Offices
12	3/12/03	\$2,000	Keller Law Offices
13	3/12/03	\$2,000	Keller Law Offices
14	3/12/03	\$2,000	John J. Keller
15	6/16/03	\$1,000	Keller Law Offices
16	6/16/03	\$2,000	Keller Law Offices
17	6/27/03	\$1,500	Keller Law Offices

All in violation of Title 18, United States Code, Section 1343.

NOTICE OF FORFEITURE

THE GRAND JURY FURTHER CHARGES THAT:

1. As a result of the violations of Title 18, United States Code, Section 1343, set forth in this indictment, defendant

JOHN J. KELLER

shall forfeit to the United States of America any property, real or personal, that constitutes or is derived from proceeds traceable to the commission of such offenses, including, but not limited to the following: the sum of Two Hundred and Twenty-Five Thousand (\$225,000.00) Dollars.

2. If any of the property subject to forfeiture, as a result of any act or omission of the defendant:

- (a) cannot be located upon the exercise of due diligence;
- (b) has been transferred or sold to, or deposited with, a third party;
- (c) has been placed beyond the jurisdiction of the Court;
- (d) has been substantially diminished in value; or
- (e) has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States of America, pursuant to Title 18, United States Code, Section 981(a)(1)(C), Title 28, United States Code, Section 2461(c), incorporating Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendant up to the value of

the property subject to forfeiture.

All pursuant to Title 28, United States Code, Section 2461(c) and Title 18, United States Code, Section 981(a)(1)(C).

A TRUE BILL:

**_____
GRAND JURY FOREPERSON**

**_____
PATRICK L. MEEHAN
United States Attorney**